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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE DIVISION

IN RE APPLE iPhone 4 PRODUCTS
LIABILITY LITIGATION

Case No. 5:10-md-02188-RMW

STIPULATION OF SETTLEMENT

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Agreement”) is made by and between: (1) Apple Inc., a California corporation (“Apple”) and (2) Stacey Milrot, Christopher DeRose, Steve Tietze, Jeffrey Rodgers, Hung Michael Nguyen, Anthony Cologna, Joy Bearden, David Popik, Charles Fasano, Greg Aguilera II, Thomas Gionis, Christopher Bensberg, David Purdue, Michael James Goodglick, Karen Young, Joshua Gilson, Brandon Ellison Reininger, Trevor Antunez, Jessica Lares, Jaywill Sands, Bryan Colver, Jaclyn Badolato, Nicole Stankovitz, Vinny Curbelo, Kevin McCaffrey, James Blackwell, and Jethro Magat, individually and as representatives of the “Settlement Class” as defined below.

DEFINITIONS

As used herein, the following terms have the meanings set forth below:

1 A. “iPhone 4” means Apple’s iPhone 4 (as used herein, “iPhone 4” shall not include
2 or refer to the “iPhone 4S”).

3 B. “Class Representatives” or “Plaintiffs” means Stacey Milrot, Christopher DeRose,
4 Steve Tietze, Jeffrey Rodgers, Hung Michael Nguyen, Anthony Cologna, Joy Bearden, David
5 Popik, Charles Fasano, Greg Aguilera II, Thomas Gionis, Christopher Bensberg, David Purdue,
6 Michael James Goodglick, Karen Young, Joshua Gilson, Brandon Ellison Reininger, Trevor
7 Antunez, Jessica Lares, Jaywill Sands, Bryan Colver, Jaclyn Badolato, Nicole Stankovitz, Vinny
8 Curbelo, Kevin McCaffrey, James Blackwell, and Jethro Magat.

9 C. “Class Member” shall mean each member of the Settlement Class.

10 D. “Settlement Class Member” shall mean and include every Class Member who does
11 not validly and timely request exclusion from the Settlement Class.

12 E. “Published Notice” means publication of the notice of the proposed class action
13 settlement as set forth in Section IV(C), below.

14 F. “Notice Date” means the later of the last date of Published Notice or the last date
15 of e-mailed notice.

16 G. “Settlement” means the settlement described herein.

17 H. “Releasing Persons” means Plaintiffs, each Settlement Class Member, and their
18 respective heirs, executors, administrators, representatives, agents, partners, successors, and
19 assigns.

20 I. “Released Persons” means Apple and each of its past or present directors, officers,
21 employees, agents, insurers, shareholders, attorneys, advisors, consultants, representatives,
22 partners, affiliates, parents, subsidiaries, joint venturers, independent contractors, wholesalers,
23 resellers, distributors, retailers, related companies, and divisions, and each of their predecessors,
24 successors, heirs, and assigns.

25 J. “Class Counsel” means Ira P. Rothken of the Rothken Law Firm, 3 Hamilton
26 Landing, Ste 280, Novato, CA 94949, (415) 924-4250; Stuart A. Davidson and Mark Dearman of
27 Robbins Geller Rudman & Dowd LLP, 120 East Palmetto Park Rd., Suite 500, Boca Raton, FL
28 33432, (561) 750-3000; Jennifer Sarnelli of Gardy & Notis LLP, 560 Sylvan Avenue, Englewood

1 Cliffs, NJ 07632, (201) 567-7377; and Behram V. Parekh of Kirtland & Packard LLP, 2361
2 Rosecrans Avenue, Fourth Floor, El Segundo, CA 90245, (310) 536-1000.

3 K. "Plaintiffs State Liasion Counsel" means William M. Audet of Audet & Partners,
4 LLP, 221 Main Street, Suite 1460, San Francisco, CA 94105.

5 L. "Parties" means Apple and Plaintiffs.

6 RECITALS

7 This Agreement is made for the following purposes and with reference to the following
8 facts:

9 A. Between June and September 2010, Plaintiffs filed 16 class action complaints
10 against Apple in the United States District Courts for the Northern District of California, the
11 District of Massachusetts, the District of Maryland, the Middle District of Tennessee, and the
12 Southern District of Texas. These actions were titled *Goodglick v. Apple, Inc.*, et al., Northern
13 District of California Case No. 10-cv-2862; *Benvenisty v. Apple, Inc.*, Northern District of
14 California Case No. 10- cv-2885; *Dydyk v. Apple, Inc.*, Northern District of California Case No.
15 10-cv-2897; *Rodgers v. Apple, Inc.*, Northern District of California Case No. 10-cv-2916; *Popik*
16 *v. Apple, Inc., et al.*, Northern District of California Case No. 10-cv-2928; *Tietze v. Apple Inc.*,
17 Northern District of California Case No. 10-cv-2929; *Fasano v. Apple, Inc., et al.*, Northern
18 District of California Case No. 10-cv-3010; *Mayo v. Apple, Inc., et al.*, Northern District of
19 California Case No. 10-cv-3017; *Aguilera v. Apple, Inc., et al.*, Northern District of California
20 Case 10-cv-3056; *Milrot v. Apple Inc., et al.*, Northern District of California Case No. 10-cv-
21 4117; *Gionis v. Apple, Inc., et al.*, District of Massachusetts Case No. 10-cv-11110; *McCaffrey v.*
22 *Apple, Inc., et al.*, District of Maryland Case No. 10-cv-1776; *Purdue v. Apple, Inc., et al.*, Middle
23 District of Tennessee Case No. 10-cv-687; *Nguyen v. Apple, Inc.*, Southern District of Texas Case
24 No. 10-cv-252; and *Noble v. Apple Inc.*, Northern District of California Case No. 10-cv-3957. A
25 seventeenth action, *DeRose v. Apple Inc.*, Southern District of Florida Case No. 10-cv-61502, was
26 originally filed in the Circuit Court of the Seventeenth Judicial Circuit in and for Broward
27 County, Florida, and removed to the Southern District of Florida. An eighteenth action, *Bensberg*
28 *v. Apple Inc. et al.*, Central District of California Case No. 10-cv-1146, was originally filed in the

1 in Los Angeles Superior Court, and removed to the Central District of California. These actions
2 were consolidated by the Judicial Panel on Multidistrict Litigation in the Northern District of
3 California pursuant to 28 U.S.C. § 1407. A nineteenth action, *Blackwell v. Apple Inc. et. al.*,
4 Northern District of California Case No. 11-cv-01453, was filed on March 25, 2011, and a
5 twentieth action, *Magat v. Apple Inc.*, Central District of California Case No. 11-cv-00938, was
6 filed on June 23, 2011. These twenty actions will be referred to herein as “the Federal Actions.”
7 A Master Consolidated Complaint was filed in the Actions on February 7, 2011 (the
8 “Complaint”). The Complaint alleged that the iPhone 4’s signal quality attenuates when users
9 handle the phone and that Apple engaged in misrepresentations regarding the iPhone 4, and
10 asserted various claims against Apple and AT&T Mobility LLC (“AT&T”). On May 20, 2011,
11 Plaintiffs in the Federal Actions voluntarily dismissed AT&T as a defendant in the Federal
12 Actions.

13 B. Between June 2010 and July 2010, five class action complaints were filed in
14 California state courts. These actions were titled *Balooch v. Apple Inc.*, Orange County Superior
15 Court Case No. 30-2010-00385372-CU-BT-CXC; *Garcia v. Apple Inc.*, Santa Clara County
16 Superior Court Case No. 1-10-CV-176695; *Hurtado v. Apple Inc.*, San Diego County Superior
17 Court Case No. 37-2010-00096200-CU-BC-CTL; *Musin v. Apple Inc.*, Santa Clara County
18 Superior Court Case No. 1-10-CV-177126; and *Vines v. Apple Inc.*, Santa Clara County Superior
19 Court Case No. 1-10-CV-176961 (collectively, the “State Actions”). The complaints in the State
20 Actions alleged that the iPhone 4’s signal quality attenuates when users handle the phone and that
21 Apple engaged in misrepresentations regarding the iPhone 4. On November 19, 2010, these
22 actions were coordinated in Santa Clara County Superior Court pursuant to California Code of
23 Civil Procedure § 404.1. On March 29, 2011 by court order the State Actions were consolidated
24 into JCCP 4639 (“Consolidated State Action”). Additionally, the court order coordinated the
25 Consolidated State Action with the Federal Actions. The Federal Actions and Consolidated State
26 Action will be collectively referred to as the “Actions.”

27 C. Apple disputes the claims alleged in the Actions and is entering into this
28 Settlement to avoid burdensome and costly litigation. The Settlement is not an admission of

1 wrongdoing.

2 D. Class Counsel and the Class Representatives believe that the claims asserted in
3 the Actions possess merit and have examined and considered the benefits to be obtained under
4 the proposed Settlement set forth in this Agreement, the risks associated with the continued
5 prosecution of this complex and potentially time-consuming litigation, and the likelihood of
6 ultimate success on the merits of the Actions. Class Counsel have conducted discovery of
7 Apple, have diligently investigated the facts and law relevant to the merits of their claims, and
8 have concluded that the proposed Settlement set forth in this Agreement is fair, adequate,
9 reasonable, and in the best interests of the Settlement Class.

10 E. The Parties desire to settle the Actions in their entirety with respect to all potential
11 claims that were or could have been alleged in the complaints filed in each of the separate
12 Actions and/or the Master Consolidated Complaint. The Parties intend this Agreement to bind
13 Apple, Plaintiffs (both as Class Representatives and individually), and all members of the
14 Settlement Class as defined below who do not specifically request exclusion.

15 F. This document reflects the benefits obtained for and available to Class Members
16 as a result of the filing of the Actions as well as the negotiations and agreement reached between
17 Class Counsel and Apple.

18 **NOW, THEREFORE**, in light of the foregoing, for good and valuable consideration, the
19 Parties, and each of them, hereby warrant, represent, acknowledge, covenant, and agree, subject
20 to approval by the Court, as follows:

21 **I. CERTIFICATION OF THE SETTLEMENT CLASS**

22 **A. Definition of the Settlement Class**

23 The "Settlement Class" shall be defined as follows:

24 All United States residents who are or were the original owners of
25 an iPhone 4. The Settlement Class excludes Apple; any entity in
26 which Apple has a controlling interest; Apple's directors, officers,
27 and employees; and Apple's legal representatives, successors, and
28 assigns.

1 **B. Stipulation Respecting Conditional Certification**

2 The Parties stipulate and agree that, subject to Court approval, the Settlement Class
3 described in Section I.A. above should be conditionally certified pursuant to Rule 23(b)(3) of the
4 Federal Rules of Civil Procedure solely for purposes of the Settlement embodied in this
5 Agreement. If, for any reason, this Agreement is not approved by the Court, the stipulation for
6 certification and all of the agreements contained herein shall be considered null and void and may
7 not be referred to or used as evidence or for any other purpose whatsoever in the Actions or in
8 any other action or proceeding.

9 **II. CONSIDERATION FOR SETTLEMENT; CLAIMS PROCESS**

10 **A. \$15 Cash Payment**

11 Eligible Settlement Class Members who meet the requirements and follow the procedures
12 set forth in Section II(B) below, including filing a valid Claim Form, shall receive a payment in
13 the amount of \$15.00 in cash.

14 **B. Claims Process**

15 **1. Claim Form**

16 Settlement Class Members who wish to claim a \$15 cash payment will be
17 required to submit a Claim Form executed under penalty of perjury setting forth, among other
18 things, the Settlement Class Member's name and address and the serial number of his or her
19 iPhone 4. A description on how to find the serial number will be included on the Claim Form.
20 Settlement Class Members who no longer own their iPhone 4 will be provided instructions on
21 how to contact Apple to verify ownership.

22 Settlement Class Members shall also declare in the Claim Form that they: (a)
23 experienced antenna or reception issues with their iPhone 4; (b) completed the troubleshooting
24 steps on <http://www.apple.com/support/iphone/assistant/calls/>; (c) could not have returned their
25 iPhone 4 without incurring any costs; and (d) were unwilling to use a case or free bumper for
26 their iPhone 4. Settlement Class Members who no longer own their iPhone 4 and as a result are
27 unable to complete the troubleshooting steps must complete an alternative declaration in the
28

1 Claim Form that they: (a) experienced antenna or reception issues with their iPhone 4; (b) could
2 not have returned their iPhone 4 without incurring any costs; (c) were unwilling to use a case or
3 free bumper for their iPhone 4; and (d) are unable to complete the troubleshooting steps on
4 <http://www.apple.com/support/iphone/assistant/calls/> because they no longer own their iPhone 4.

5 **2. Claims Period**

6 To be valid, Claim Forms must be submitted within one hundred and twenty (120)
7 days from the Notice Date.

8 **3. Claims Submission**

9 Completed Claim Forms may be mailed by U.S. mail or may be scanned and either
10 uploaded to the Settlement Administrator's website or e-mailed.

11 **4. Modification by Agreement**

12 The parties may make non-material modifications to the claims process as necessary by
13 mutual agreement without Court approval.

14 **5. Special Class Member Rights Provision**

15 If a Class Member is deceased, the Class Member's executor, administrator, or legally
16 determined heir may submit a Claim Form. If a Class Member has a legal guardian, or due to age
17 or disability, has executed a power of attorney authorizing another to manage the Class Member's
18 financial affairs, the guardian or attorney may submit a Claim Form. The Claims Administrator
19 may require reasonable proof of the guardian's or attorney's authority. Claims shall not be
20 transferable in any other circumstances.

21 **C. Apple Bumpers**

22 Since July 2010, Apple has offered a free bumper for iPhone 4 owners who have
23 experienced antenna or reception issues. Apple has confirmed in connection with the settlement
24 that it will continue to offer free Apple Bumpers as described at
25 <http://support.apple.com/kb/HT4389> for at least eighteen (18) months after it discontinues the
26 iPhone 4, at no cost to any Class Members. The Class Notice and Summary Notice described in
27 Sections IV(A) and (B) below will include a reference to the Bumper offer, including a link to the
28 web page in the Summary Notice.

1 **D. Payment of Notice Costs and Costs of Administration**

2 Except as otherwise provided herein, Apple will pay all of the costs of notice and costs of
3 administering the Settlement as set forth in Sections IV and XI below.

4 **III. OBTAINING COURT APPROVAL OF THE AGREEMENT**

5 A. Upon full execution of this Agreement, the Parties shall take all necessary steps to
6 obtain an Order from the Court substantially in the form of Exhibit D hereto (the “Conditional
7 Approval Order”), granting conditional certification of the Settlement Class, granting preliminary
8 approval of this Agreement, and approving the forms and methods of notice to the Settlement
9 Class set forth herein. The Conditional Approval Order shall further set a date for a hearing
10 pursuant to Rule 23(e) of the Federal Rules of Civil Procedure (“Final Approval Hearing”) at
11 which the Court will determine whether the requirements for certification of the Settlement Class
12 have been met; whether the Settlement should be finally approved as fair, reasonable, adequate,
13 and in the best interests of the Settlement Class Members; whether the award of fees and
14 expenses to Class Counsel should be approved; and whether a final judgment should be entered.

15 B. If at any point the Court does not approve this Agreement, the Agreement shall
16 terminate and be of no force or effect, unless the Parties voluntarily agree to modify this
17 Agreement in the manner necessary to obtain Court approval.

18 **IV. NOTICE AND SETTLEMENT ADMINISTRATION**

19 The Parties agree to, and will request approval by the Court of, the following forms and
20 methods of notice to the Settlement Class:

21 A. A copy of the Notice of Pendency and Proposed Settlement of Class Action
22 substantially in the form attached hereto as Exhibit A (the “Class Notice”), together with the
23 Claim Form (including the Instructions, Claim Form and Release) substantially in the form
24 attached hereto as Exhibit C, shall be posted and available for download on a settlement website,
25 www._____.com (the “Settlement Website”), and shall be mailed at no charge to Class
26 Members who call a toll-free number to be established at Apple’s expense (“Toll-Free Number”).
27 This information shall remain available on the Settlement Website until the last day of the Claims
28 Period. All costs and expenses associated with complying with this provision shall be borne

1 exclusively by Apple.

2 B. Apple shall e-mail a copy of the Summary Notice of Settlement substantially in the
3 form attached hereto as Exhibit B ("Summary Notice") to each Class Member for whom Apple
4 has an e-mail address in its warranty registration database. The Summary Notice shall: (i) notify
5 Settlement Class Members about the claims made and benefits available through the Settlement
6 (ii) provide the Settlement Website address (hyperlinked in the e-mailed notice) with a
7 description that the Class Notice and Claim Form are available on the Settlement Website (iii)
8 provide the Toll-Free Number where Settlement Class Members can call to obtain a Class Notice
9 and Claim Form, and (iv) inform Settlement Class Members of the Apple Bumper offer described
10 in Section II(C) above. All costs and expenses associated with complying with this provision
11 shall be borne exclusively by Apple.

12 C. Apple shall cause a copy of the Summary Notice to be published once in *USA*
13 *Today*, a newspaper of national circulation, and once on a different date in *Macworld*. The
14 Summary Notice shall not be less than 1/4 of a page in size. The Summary Notice shall include
15 the address of the Settlement Website and the Toll-Free Number.

16 E. Apple shall be solely responsible for making all arrangements necessary to
17 effectuate the notice set forth above and for payment of the costs and expenses of such notice.

18 F. The Class Notice shall provide a procedure whereby Class Members may object or
19 exclude themselves from the Settlement Class. Class Members shall have no less than 45 days
20 following the Notice Date to object or exclude themselves; the actual date shall be established by
21 the Court. (If such period ends on a weekend or holiday, Class Members shall have until the next
22 business day.) Any Class Member who does not timely and validly request exclusion shall be a
23 Settlement Class Member and shall be bound by the terms of this Agreement. The Class Notice
24 shall also provide a procedure for Class Members to object to the proposed settlement; and/or to
25 be represented by counsel of their choice at their own expense. Requests for exclusion shall be
26 postmarked no later than 25 days prior to the Final Hearing. Objections shall be filed with the
27 Court and served on counsel for the Parties (as identified in the Class Notice) no later than 25
28 days prior to the Final Hearing. Any objection shall, at a minimum, require the Class Member to

1 provide: (a) a detailed statement of such person's specific objections to any matters before the
2 Court; (b) the grounds for such objections and the reasons that such person desires to appear and
3 be heard; and (c) proof of membership in the Class, as well as all documents or writings such
4 person desires the Court to consider.

5 **V. PAYMENT OF ATTORNEYS' FEES AND REIMBURSEMENT OF EXPENSES**
6 **TO CLASS COUNSEL AND STIPENDS TO NAMED PLAINTIFFS**

7 A. Apple agrees not to oppose an award to Plaintiffs' Counsel of attorney's fees and
8 expenses in the amount of \$5.9 million which is to be paid by Apple (the "Fees Amount"). This
9 amount is in addition to and separate from all other consideration and remedies available to the
10 Settlement Class.

11 B. In recognition of the time and effort the named Plaintiffs expended in pursuing this
12 action and in fulfilling their obligations and responsibilities as class representatives, and of the
13 benefits conferred on all Settlement Class Members by the Settlement, Class Counsel will ask the
14 Court for the payment of a stipend from Apple to each of the named Plaintiffs not to exceed \$500
15 per named Plaintiff. Apple does not oppose this request by Class Counsel for stipend payments.
16 Class Counsel will not seek in excess of \$500 per named Plaintiff for stipends and, in any event,
17 Class Counsel agrees that Apple shall not pay, or be obligated to pay, in excess of \$500 per
18 Plaintiff for stipends.

19 C. Apple shall not be liable for any additional fees or expenses of Plaintiffs or any
20 Class Member in connection with the Actions or the Litigation. Class Counsel agree that they
21 will not seek any additional fees or costs from Apple in connection with the Actions or the
22 settlement of the Actions. Apple expressly agrees that it will not seek to recover its Court costs,
23 attorneys' fees, or expenses once the Court enters a dismissal of the Actions. No later than fifteen
24 (15) banking days following the Effective Date as defined below, Apple shall pay the fees
25 awarded by the Court, to Robbins Geller Rudman & Dowd LLP, Attn: Mark Dearman, as
26 receiving agent for Class Counsel. Plaintiffs and Class Counsel agree to provide Apple all
27 identification information necessary to effectuate the payment of such fees and stipends awarded
28

1 to the named Plaintiffs including, but not limited to, Taxpayer Identification Number(s),
2 completed Internal Revenue Service Form W-9(s), and wire transfer information.

3 **VI. CALIFORNIA STATE ACTIONS**

4 Plaintiffs State Liaison Counsel has agreed to the terms and conditions of this Settlement.
5 Plaintiffs State Liaison Counsel shall dismiss the Consolidated State Action. After the Court
6 awards Class Counsel fees and costs pursuant to Section V, Class Counsel shall allocate to
7 Plaintiffs State Liaison Counsel an appropriate amount of attorneys fees and costs in their
8 discretion as is fair and equitable. Any and all payments of attorneys fees or costs to the state
9 plaintiffs counsel shall be subject to the provisions of Section V(C) of this Agreement. Plaintiffs
10 State Liaison Counsel shall solely be responsible for the allocation of any award of fees and
11 expenses among all plaintiffs counsel in the State Actions. No plaintiffs counsel in the State
12 Actions shall be allowed to make an independent claim for attorneys' fees or costs. In addition to
13 any benefit allowed under this Settlement, and in recognition of their respective efforts on behalf
14 of the Class, the plaintiffs in the State Actions that join in the settlement shall be entitled to
15 receive the stipend as provided for under section V(B) of the Settlement Agreement.

16 **VII. FINAL JUDGMENT APPROVING SETTLEMENT AND DISMISSING CLAIMS**
17 **OF SETTLEMENT CLASS MEMBERS WITH PREJUDICE; RELEASE OF**
18 **CLAIMS BY SETTLEMENT CLASS MEMBERS**

19 **A. Entry of Final Judgment**

20 Upon the Court's approval of this Agreement and the settlement set forth herein, a
21 judgment substantially in the form attached hereto as Exhibit E ("Judgment") shall be entered.

22 **B. Release of Claims**

23 1. As of the Effective Date of this Agreement as defined below, Releasing Persons
24 hereby fully and irrevocably release and forever discharge Released Persons from any and all
25 liabilities, claims, cross-claims, causes of action, rights, actions, suits, debts, liens, contracts,
26 agreements, damages, costs, attorneys' fees, losses, expenses, obligations, or demands, of any
27 kind whatsoever, whether known or unknown, existing or potential, or suspected or unsuspected,
28 whether raised by claim, counterclaim, setoff, or otherwise, including any known or unknown
claims, which they have or may claim now or in the future to have, that were or could have been

1 alleged or asserted against any of the Released Persons in the Actions relating to any claims that
2 the iPhone 4 experiences antenna, signal strength or reception issues and any alleged
3 misrepresentation or failure to disclose concerning such antenna, signal strength or reception
4 issues ("Released Claims"). "Released Claims" shall not include personal injury claims.

5 2. Plaintiffs, on behalf of themselves and all Settlement Class Members, hereby
6 waive any and all provisions, rights, and benefits conferred by section 1542 of the California
7 Civil Code or any comparable statutory or common law provision of any other jurisdiction.

8 Section 1542 reads as follows:

9 Certain Claims Not Affected By General Release: A general
10 release does not extend to claims which the creditor does not know
11 or suspect to exist in his or her favor at the time of executing the
release, which if known by him or her must have materially
affected his or her settlement with the debtor.

12 Although the releases granted under this Agreement are not general releases, Plaintiffs, on behalf
13 of themselves and of all Settlement Class Members, nonetheless expressly acknowledge that
14 Plaintiffs and the Settlement Class Members are waiving the protections of section 1542 and of
15 any comparable statutory or common law provision of any other jurisdiction.

16 3. Upon entry of the Final Order and Judgment pursuant to the Final Approval
17 Hearing, each and every Settlement Class Member shall be permanently barred and enjoined from
18 initiating, asserting and/or prosecuting any released claims against any Releasing Parties in any
19 court or any forum.

20 4. Notwithstanding the entry of Judgment, this Court shall retain jurisdiction of the
21 Actions until such time as the Court determines that the Settlement is fully consummated
22 according to the terms and conditions of this Agreement.

23 **VIII. PLAINTIFFS' CLAIMS AND THE BENEFITS OF SETTLEMENT**

24 A. Before commencing these Actions and during settlement negotiations, Class
25 Counsel and their consultants conducted a thorough examination and evaluation of the relevant
26 law and facts to assess the merits of Plaintiffs' claims and potential claims and to determine how
27 best to serve the interests of the Class. Further, Plaintiffs conducted discovery and Apple
28 provided Class Counsel with the information requested to permit the Class Representatives and

1 Class Counsel to assess the merits of their claims and potential claims and negotiate a settlement.
2 Class Counsel and the Class Representatives believe that the claims asserted in these Actions
3 have merit.

4 B. Class Counsel, on behalf of the Settlement Class, have agreed to settle the Actions
5 pursuant to the provisions of this Agreement after considering, among other things: (a) the
6 substantial benefits to Plaintiffs and the Settlement Class under the Settlement; (b) the attendant
7 risks and uncertainty of litigation, especially in complex actions such as this, as well as the
8 difficulties and delays inherent in such litigation; and (c) the desirability of consummating this
9 Settlement to provide effective timely relief to Plaintiffs and the Settlement Class.

10 C. In consideration of all of these circumstances, Class Counsel and the Class
11 Representatives have concluded that the proposed settlement set forth in this Agreement is fair,
12 adequate, reasonable, and in the best interests of the Settlement Class.

13 **IX. DEFENDANT'S DENIAL OF LIABILITY; AGREEMENT AS DEFENSE IN**
14 **FUTURE PROCEEDINGS**

15 A. Apple has indicated its intent to vigorously contest each and every claim in the
16 Actions, and denies all of the material allegations in the Actions. Apple enters into this
17 Agreement without in any way acknowledging any fault, liability, or wrongdoing of any kind.
18 Apple nonetheless has concluded that it is in its best interests that the Actions be settled on the
19 terms and conditions set forth herein in light of the expense that would be necessary to defend the
20 Actions, the benefits of disposing of protracted and complex litigation, and the desire of Apple to
21 conduct its business unhampered by the distractions of continued litigation.

22 B. Neither this Agreement, nor any of its terms or provisions, nor any of the
23 negotiations or proceedings connected with it, shall be construed as an admission or concession
24 by Apple of the truth of any of the allegations in the Actions, or of any liability, fault, or
25 wrongdoing of any kind, nor as an admission or concession by plaintiffs of any lack of merit of
26 their claims against Apple.

27 C. To the extent permitted by law, neither this Agreement, nor any of its terms or
28 provisions, nor any of the negotiations or proceedings connected with it, shall be offered as

1 evidence or received in evidence in any pending or future civil, criminal, administrative or other
2 action or proceeding to establish any liability or admission by Apple.

3 D. To the extent permitted by law, the Agreement may be pleaded as a full and
4 complete defense to, and may be used as the basis for an injunction against, any action, suit, or
5 other proceeding which may be instituted, prosecuted, or attempted for claims covered by the
6 releases in this Agreement.

7 **X. CONFIRMATORY DISCOVERY**

8 Defendants agree to provide reasonable confirmatory discovery before the preliminary
9 approval hearing. In addition to previously produced documents, Apple will provide
10 confirmatory discovery regarding (1) the total number of iPhone 4 units sold in the United States,
11 (2) the total number of iPhone 4 units returned or restocked in the United States, and (3) the total
12 number of bumpers provided free of charge since July 2010.

13 **XI. ADMINISTRATIVE AND IMPLEMENTATION MATTERS**

14 **A. Effective Date of the Agreement**

15 The "Effective Date" of this Agreement shall be the first day after which all of the
16 following events and conditions of this Agreement have been met or have occurred:

- 17 1. All of the Parties and their counsel have executed this Agreement;
- 18 2. The Court has conditionally certified the Settlement Class, preliminarily
19 approved the settlement embodied in this Agreement, and provided for approved notice to the
20 Settlement Class by entry of an order substantially in the form of Exhibit D hereto;
- 21 3. Following the final date for Class Members to exclude themselves from the
22 Settlement Class pursuant to Section IV(F) hereof, and no less than seven (7) days prior to the
23 Final Hearing, Class Counsel has verified in writing that fewer than five thousand (5,000) of the
24 Class Members have elected to exclude themselves from the Settlement Class, except that if this
25 condition is not met, Apple shall have the option to give written notice to Class Counsel waiving
26 this condition and stating that Apple intends to proceed with the settlement set forth in this
27 Agreement;
- 28 4. The Court has signed the Judgment;

1 5. The Judgment has become final (“Final”) in that the time for appeal or writ
2 of that judgment has expired or, if an appeal and/or petition for review is taken and the settlement
3 is affirmed, the time period during which further petition for hearing, appeal, or writ of certiorari
4 can be taken has expired. If the Judgment is set aside, materially modified, or overturned by the
5 trial court or on appeal, and is not fully reinstated on further appeal, the Judgment shall not
6 become “Final”; and

7 6. The Consolidated State Action, Case # JCCP 4639, is dismissed,
8 notwithstanding an individual plaintiff’s ability to opt out of the settlement and pursue individual
9 claims.

10 **B. Settlement Administration**

11 Apple shall, in good faith, administer the process of receiving, handling, processing, and
12 fulfilling claims through a third-party settlement administrator (“Settlement Administrator”).
13 Class Counsel shall have the right to inquire of Apple’s counsel regarding any aspect of
14 implementation of the settlement, including but not limited to the settlement administration
15 process and the treatment of individual Settlement Class Member’s claims. The Settlement
16 Administrator shall have the right to reject any claims deemed to be fraudulent, insufficient, or
17 incomplete. However, the Settlement Class Member will be notified after receipt of any timely
18 claim if the claim is incomplete, inadequate or if the Settlement Administrator cannot otherwise
19 process the claim, at which time the Settlement Class Member will be provided with a fourteen
20 (14) day opportunity to cure his or her timely claim. Class Counsel shall have a reasonable
21 opportunity to inspect the Claim Forms of any rejected claim. Counsel for the Parties will first
22 attempt to resolve through meet and confer regarding any disputes concerning rejected claims
23 informally between themselves. If counsel cannot reach an agreement concerning a claim, the
24 claim will be submitted to the Court for determination.

25 **XII. ADDITIONAL PROVISIONS**

26 **A. Extensions Of Time**

27 Unless otherwise ordered by the Court herein, the Parties may jointly agree to reasonable
28 extensions of time to carry out any of the provisions of this Agreement.

1 **B. Integration**

2 This Agreement, including all exhibits, constitutes a single, integrated written contract
3 expressing the entire agreement of the Parties relative to the subject matter hereof. No covenants,
4 agreements, representations, or warranties of any kind whatsoever have been made by any Party
5 hereto, except as provided for herein.

6 **C. Governing Law**

7 This Agreement shall be construed in accordance with, and be governed by, the laws of
8 the State of California, without regard to the principles thereof regarding choice of law.

9 **D. Gender and Plurals**

10 As used in this Agreement, the masculine, feminine, or neuter gender, and the singular or
11 plural number, shall each be deemed to include the others whenever the context so indicates.

12 **E. Survival of Warranties and Representations**

13 The warranties and representations of this Agreement are deemed to survive the date of
14 execution hereof.

15 **F. Representative Capacity**

16 Each person executing this Agreement in a representative capacity represents and warrants
17 that he or she is empowered to do so.

18 **G. Counterparts**

19 This Agreement may be executed in any number of counterparts, each of which shall be
20 deemed an original, but all of which together shall constitute one and the same instrument, even
21 though all Parties do not sign the same counterparts.

22 **H. Cooperation of Parties**

23 The Parties to this Agreement agree to prepare and execute all documents, to seek Court
24 approvals, to defend Court approvals, and to do all things reasonably necessary to complete the
25 settlement described in this Agreement.

26 **I. Execution Voluntary**

27 This Agreement is executed voluntarily by each of the Parties without any duress or undue
28 influence on the part, or on behalf, of any of them. The Parties represent and warrant to each

1 other that they have read and fully understand the provisions of this Agreement and have relied
2 on the advice and representation of legal counsel of their own choosing. Each of the Parties has
3 cooperated in the drafting and preparation of this Agreement and has been advised by counsel
4 regarding the terms, effects, and consequences of this Agreement. Accordingly, in any
5 construction to be made of this Agreement, this Agreement shall not be construed as having been
6 drafted solely by any one or more of the Parties.

7 **J. Notices**

8 1. All Notices to Class Counsel provided for herein shall be sent by email to
9 djr@rgrdlaw.com with a hard copy sent by overnight mail to Robbins Geller Rudman & Dowd
10 LLP, Attn: Rick Nelson, 655 West Broadway, Suite 1900, San Diego, CA 92101.

11 2. All Notices to Apple provided for herein shall be sent by email to
12 PPreovolos@mofo.com, with a hard copy sent by overnight mail to Penelope A. Preovolos,
13 Morrison & Foerster LLP, 425 Market Street, San Francisco, California 94105-2482.

14 3. The notice recipients and addresses designated in Sections 1 and 2 above
15 may be changed by written notice pursuant to this Section.

16 4. Upon the request of any of the Parties, the Parties agree to promptly
17 provide each other with copies of objections, requests for exclusion, or other filings received as a
18 result of the Class Notice.

19 **K. Continuing Jurisdiction**

20 The United States District Court for the Northern District of California shall retain
21 jurisdiction over the Parties and all such disputes regarding the Actions and the Stipulation.

22 **L. Modification and Amendment**

23 This Agreement may be amended or modified only by a written instrument signed by the
24 Parties' counsel and approved by the Court.

25 Dated: 1/24, 2012

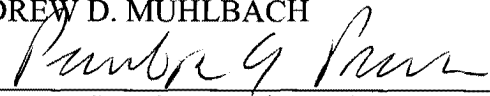
APPLE INC.

26 By: 

27 Title: Director, Litigation

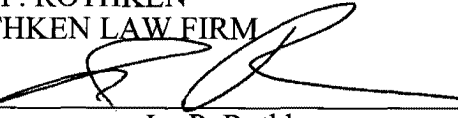
1 Dated: 1/24, 2012

MORRISON & FOERSTER LLP
PENELOPE A. PREVOLOS
ANDREW D. MUHLBACH

2 By: 
3 Penelope A. Prevolos
4 Attorneys for Defendant
5 APPLE INC.

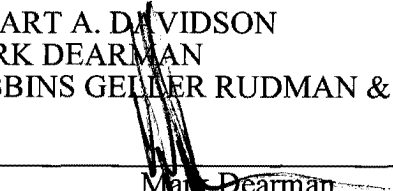
6 Dated: 1/24, 2012

7 IRA P. ROTHKEN
8 ROTHKEN LAW FIRM

9 By: 
10 Ira P. Rothken
11 Attorneys for Plaintiffs and for the Settlement
12 Class

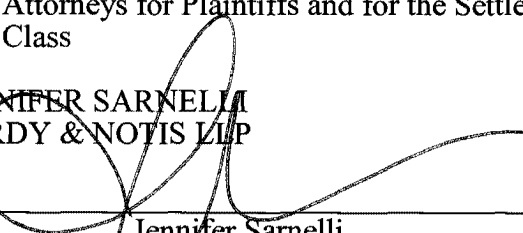
13 Dated: 1/24, 2012

14 STUART A. DAVIDSON
15 MARK DEARMAN
16 ROBBINS GELLER RUDMAN & DOWD, LLP

17 By: 
18 Mark Dearman
19 Attorneys for Plaintiffs and for the Settlement
20 Class


21 Dated: 1/24, 2012

22 JENNIFER SARNELLI
23 GARDY & NOTIS LLP

24 By: 
25 Jennifer Sarnelli
26 Attorneys for Plaintiffs and for the Settlement
27 Class


28 Dated: 1/24, 2012

BEHRAM V. PAREKH
KIRTLAND & PACKARD LLP

By: 
Behram V. Parekh
Attorneys for Plaintiffs and for the Settlement
Class

Dated: 1/24, 2012

WILLIAM M. AUDET
AUDET & PARTNERS LLP

By: 
William M. Audet
Plaintiffs State Liasion Counsel

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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE DIVISION

IN RE APPLE iPhone 4 PRODUCTS
LIABILITY LITIGATION

Case No. 5:10-md-02188-RMW
CLASS ACTION

EXHIBIT A
**NOTICE OF PENDENCY AND PROPOSED
SETTLEMENT OF CLASS ACTION**

3 **If you are or were the original owner of an iPhone 4,**
4 **you could be entitled to benefits under a class action**
5 **settlement.**

6 *The United States District Court, Northern District of California, authorized this notice. This is*
7 *not a solicitation from a lawyer.*

8 **The Settlement**

- 9 • The settlement will provide a \$15 cash payment if you are a United States resident who is or
10 was the original owner of an iPhone 4, experienced antenna or reception issues, and satisfy
11 other requirements explained below.
- 12 • To be eligible for the cash payment, you must have: (a) experienced antenna or reception
13 issues; (b) been unable to return your iPhone 4 without incurring any costs; (c) been
14 unwilling to use a case or free bumper for your iPhone 4; and (d) completed certain
troubleshooting steps or are unable to complete the troubleshooting steps because you no
longer own your iPhone 4.
- 15 • Since July 2010, Apple has offered a free bumper to iPhone 4 owners who have experienced
16 antenna or reception issues. Class Members can continue to request a free bumper as
described at <http://support.apple.com/kb/HT4389>.
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- 3 • Your legal rights are affected whether you act or don't act. Please read this notice carefully.

4

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
SUBMIT A CLAIM FORM	The only way to get a payment under the settlement.
EXCLUDE YOURSELF	Get no payment under the settlement. This is the only option that allows you to ever be part of any other lawsuit against Apple about the legal claims in this case.
OBJECT	Write to the Court about why you don't like the settlement.
GO TO A HEARING	Ask to speak in Court about the fairness of the settlement.
DO NOTHING	Get no payment under the settlement. Give up rights.

11

- 12 • These rights and options—**and the deadlines to exercise them**—are explained in this notice.
- 13 • The Court in charge of this case still has to decide whether to approve the settlement.
- 14 Payments will be made if the Court approves the settlement and after appeals are resolved.
- 15 Please be patient.
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BASIC INFORMATION

1. Why did I get this notice package?

You may be a United States resident (person or entity) who is or was the original owner of an iPhone 4.

The Court ordered this notice to be sent to you because you have a right to know about a proposed settlement of a class action lawsuit, and about your options, before the Court decides whether to approve the settlement. If the Court approves it and after any appeals are resolved, an administrator will make the payments that the settlement allows.

This package explains the lawsuit, the settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

The Court in charge of the case is the United States District Court for the Northern District of California, and the case is known as *In re Apple iPhone 4 Products Liability Litigation*, Case No. 5:10-md-02188-RMW. The people who sued are called Plaintiffs, and the company they sued, Apple Inc., is called the Defendant.

2. What is this lawsuit about?

The lawsuit claimed that the iPhone 4's signal quality attenuates when users handle the phone and that Apple engaged in misrepresentations regarding the phone. Apple denies all allegations and is entering into this settlement to avoid burdensome and costly litigation. The settlement is not an admission of wrongdoing.

3. Why is this a class action?

In a class action, one or more people, called Class Representatives (in this case Stacey Milrot, Christopher DeRose, Steve Tietze, Jeffrey Rodgers, Hung Michael Nguyen, Anthony Cologna, Joy Bearden, David Popik, Charles Fasano, Greg Aguilera II, Thomas Gionis, Christopher Bensberg, David Purdue, Michael James Goodglick, Karen Young, Joshua Gilson, Brandon Ellison Reininger, Trevor Antunez, Jessica Lares, Jaywill Sands, Bryan Colver, Jaclyn Badolato, Nicole Stankovitz, Vinny Curbelo, Kevin McCaffrey, James Blackwell, and Jethro Magat), sue on behalf of people who have alleged similar claims. All these people are a Class or Class Members. One court resolves the issues for all Class Members, except for those who choose to exclude themselves from the Class. United States District Court Judge Ronald Whyte is in charge of this class action.

4. Why is there a settlement?

The Court did not decide in favor of Plaintiffs or Defendant. Instead, both sides agreed to a settlement. That way, they avoid the cost of a trial, and settlement benefits go to the Class Members. The Class Representatives and the attorneys think the settlement is best for the Class Members.

WHO IS IN THE SETTLEMENT

To see if you are eligible for benefits, you first have to determine whether you are a Class Member.

5. How do I know if I am part of the settlement?

All United States residents who are or were the original owners of an Apple iPhone 4 are part of this settlement.

6. Are there exceptions to being included?

The Class does *not* include Apple; any entity in which Apple has a controlling interest; Apple's directors, officers, and employees; Apple's legal representatives, successors, and assigns; and all persons who validly request exclusion from the Settlement Class.

7. If I no longer own my iPhone 4, am I included in the Class?

Yes, you may still claim the \$15 cash payment if you meet the requirements.

8. I'm still not sure if I am included.

If you are still not sure whether you are included, you can visit the website, www.apple.com/settlement, for more information.

THE SETTLEMENT BENEFITS—WHAT YOU GET

9. \$15 Cash Payment

Apple will provide a \$15 cash payment to Class Members who meet the requirements described in section 10 below.

10. What are the requirements to receive the cash payment?

To be eligible for the cash payment, Class Members must have: (a) experienced antenna or reception issues with their iPhone 4; (b) been unable to return their iPhone 4 without incurring any costs; (c) been unwilling to use a case or free bumper for their iPhone 4; and (d) completed the troubleshooting steps on <http://www.apple.com/support/iphone/assistant/calls/> or be unable to complete the troubleshooting steps because they no longer own their iPhone 4.

11. How can I get a free bumper?

Since July 2010, Apple has offered a free bumper to iPhone 4 owners who have experienced antenna or reception issues. Class Members can continue to request a free bumper as described at <http://support.apple.com/kb/HT4389>.

HOW YOU GET A CASH PAYMENT—SUBMITTING A CLAIM FORM

12. How can I get a cash payment?

To qualify for a cash payment, you must send in a claim form. A claim form, including instructions on how to make a claim, is attached to this Notice. You can also get a claim form on the Internet at www._____.com or by calling 1-888-_____.

You must read the instructions carefully, fill out the form as directed in the instructions, include all the documents the form asks for, and sign the claim form under penalty of perjury. You must either (a) mail the original of the signed Claim Form to [Claims Administrator] or (b) scan the signed Claim Form and upload it to [Claims Administrator website] or e-mail it to [Claims Administrator.] The Claim Form must be postmarked or electronically submitted on or before [date]. **If you fail to submit your claim form by the required date, your claim will be rejected, and you will be deemed to have waived all rights to receive any cash benefit under this settlement.**

Follow all the instructions on the claim form.

13. When would I get my cash payment?

The Court will hold a hearing on [date] at 9:00 a.m., to decide whether to approve the settlement. If Judge Whyte approves the settlement, there may be appeals. The appeal process can take time, perhaps more than a year. Please be patient.

14. What am I giving up to get a cash payment or stay in the Class?

Unless you choose to exclude yourself, you will remain in the Class. That means that you are eligible for a cash payment but can't sue, continue to sue, or be part of any other lawsuit against Apple about the claims in this case. It also means that all of the Court's orders will apply to you and legally bind you. If you sign the claim form, you will agree to a "Release of Claims," included with the claim form, which describes exactly the legal claims that you are giving up.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you don't want a payment from this settlement, but you want to keep the right to sue or continue to sue Apple, on your own, about the claims in this case, then you must take steps to get out. This is called excluding yourself—or is sometimes referred to as opting out of the Settlement Class.

15. How do I get out of the settlement?

To exclude yourself from the settlement, you must send a letter saying that you want to be excluded from *In re Apple iPhone 4 Products Liability Litigation*, Case No. 5:10-md-02188-RMW. Be sure to include your name, address, telephone number, the serial number of your

iPhone 4, and your signature. You must mail your exclusion request postmarked no later than [date], to:

iPhone 4 Claims Administrator
[address]

You can't exclude yourself on the phone or by fax or e-mail. If you ask to be excluded, you will not receive any settlement payment, and you cannot object to the settlement. You will not be legally bound by anything that happens in this lawsuit. You may be able to sue (or continue to sue) Apple in the future about the claims in this case.

16. If I don't exclude myself, can I sue Apple for the same thing later?

No. Unless you exclude yourself, you give up the right to sue Apple for the claims that this settlement resolves. You must exclude yourself from *this* Class to pursue your own lawsuit. Remember, your exclusion must be postmarked on or before [date].

17. If I exclude myself, can I get money from this settlement?

No. If you exclude yourself, do not send in a claim form to ask for any money. But, you will not lose any right you may have to sue, continue to sue, or be part of a different lawsuit against Apple about the claims in this case.

THE LAWYERS REPRESENTING YOU

18. Do I have a lawyer in this case?

The Class is represented in this case by: Ira P. Rothken of the Rothken Law Firm; Stuart A. Davidson and Mark Dearman of Robbins Geller Rudman & Dowd LLP; Jennifer Sarnelli of Gardy & Notis LLP; and Behram V. Parekh of Kirtland & Packard LLP. Together, these lawyers are called Class Counsel. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

19. How will the lawyers be paid?

Class Counsel will ask the Court for attorneys' fees and expenses of up to \$5.9 million and for stipends to Plaintiffs of up to \$500 each. Apple will separately pay the fees, expenses and stipends that the Court awards. These amounts will not come out of any funds for payments to Class Members. Apple will also separately pay the costs to administer the settlement.

OBJECTING TO THE SETTLEMENT

You can tell the Court that you don't agree with the settlement or some part of it.

20. How do I tell the Court that I don't like the settlement?

If you're a Class Member, you can object to the settlement if you don't like any part of it. You can give reasons why you think the Court should not approve it. The Court will consider

your views. To object, you must send a letter saying that you object to the settlement in *In re Apple iPhone 4 Products Liability Litigation*, Case No. 5:10-md-02188-RMW. Be sure to include your name, address, telephone number, the serial number of your iPhone 4, your signature, and the reasons you object to the settlement. The objection and any supporting papers must be mailed to and actually received by all of the following three addressees no later than **[date]**:

COURT	CLASS COUNSEL	DEFENSE COUNSEL
Clerk of the Court United States District Court for the Northern District of California San Jose Division 280 South 1st Street San Jose, CA 95113	Rick Nelson Class Member Relations Robbins Geller Rudman & Dowd 655 West Broadway, Suite 1900 San Diego, CA 92101	Penelope A. Preovolos Morrison & Foerster LLP 425 Market Street San Francisco, CA 94105- 2482

21. What's the difference between objecting and excluding?

Objecting is simply telling the Court that you don't like something about the settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you don't want to be part of the Class. If you exclude yourself, you have no basis to object, because the case no longer affects you.

THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to approve the settlement. You may attend, and you may ask to speak, but you don't have to.

22. When and where will the Court decide whether to approve the settlement?

The Court will hold a Fairness Hearing at 9:00 a.m. on [date], at the United States District Court for the Northern District of California, San Jose Division, Courtroom 6 (4th Floor) located at 280 South 1st Street, San Jose, California, 95113. At this hearing the Court will consider whether the settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. Judge Whyte will listen to people who have asked to speak at the hearing. The Court may also consider how much to award Class Counsel and the amount of the stipends for Plaintiffs. After the hearing, the Court will decide whether to approve the settlement. We do not know how long these decisions will take. The date of the Fairness Hearing can change without further notice. Check the Settlement website for further updates.

23. Do I have to come to the hearing?

No. Class Counsel will answer questions Judge Whyte may have. But, you are welcome to come at your own expense. If you send an objection, you don't have to come to Court to talk about it. As long as your written objection was received on time, the Court will consider it. You may also pay your own lawyer to attend, but it's not necessary.

1
2 **24. May I speak at the hearing?**

3 You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must
4 send a letter saying that you intend to appear and speak at the Fairness Hearing in “*In re*
5 *Apple iPhone 4 Products Liability Litigation*, Case No. 5:10-md-02188-RMW.” Be sure to
6 include the case name and number, your name, address, telephone number, and your
7 signature. Your letter of intent to appear and speak must be received by the Clerk of the
Court, Class Counsel, and Defense Counsel, at the three addresses in question 20, no later
than [date]. You cannot speak at the hearing if you excluded yourself.

8 **IF YOU DO NOTHING**

9 **25. What happens if I do nothing at all?**

10 If you do nothing, you will be part of the settlement class. You will not receive a cash
11 payment from the settlement unless you file a valid and timely Claim Form. You won’t be
12 able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Apple
about the claims in this case.

13 **GETTING MORE INFORMATION**

14 **26. Are there more details about the settlement?**

15 This notice summarizes the proposed settlement. More details are in a Settlement Agreement.
16 Copies of the Settlement Agreement and the pleadings and other documents relating to the
17 case are on file at the United States District Court for the Northern District of California, San
18 Jose Division, and may be examined and copied at any time during regular office hours at the
Office of the Clerk, 280 South 1st Street, San Jose, California, 95113. The Settlement
19 Agreement and other important documents are also available on the Settlement website at
www._____.com.

20 **27. How do I get more information?**

21 You can visit the settlement website at www._____.com, where you will find answers
22 to common questions about the settlement, a claim form, plus other information. You may
also write to [plaintiffs’ counsel]. **Questions may not be directed to the Court.**

23 Date: _____.

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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE DIVISION

IN RE APPLE iPhone 4 PRODUCTS
LIABILITY LITIGATION

Case No. 5:10-md-02188-RMW
CLASS ACTION

EXHIBIT B
SUMMARY NOTICE OF SETTLEMENT

1
2 LEGAL NOTICE

3 **If you are or were the original owner of an iPhone 4,**
4 **you could be entitled to benefits under a class action**
5 **settlement.**

6 The settlement will provide a \$15 cash payment if
7 you are a United States resident who is or was the
8 original owner of an iPhone 4, experienced antenna
9 or reception issues, and satisfy other requirements
10 explained below. The United States District Court
for the Northern District of California authorized
this notice. The Court will have a hearing to
consider whether to approve the settlement so that
the benefits may be paid.

11 **WHO'S AFFECTED?**

12 You're a "Class Member" if you are a United States
13 resident who is or was the original owner of an
iPhone 4.

14 **WHAT'S THIS ABOUT?**

15 The lawsuit claimed that the iPhone 4's signal
16 quality attenuates when users handle the phone and
that Apple engaged in misrepresentations regarding
17 the phone. Apple denies all allegations and is
entering into this settlement to avoid burdensome
and costly litigation. The settlement is not an
18 admission of wrongdoing.

19 **WHAT CAN YOU GET FROM THE SETTLEMENT?**

20 Apple will provide a \$15 cash payment to Class
21 Members who send in a valid claim form. The
claim form will require you to declare that you:
22 (a) experienced antenna or reception issues with
your iPhone 4; (b) were unable to return your
iPhone 4 without incurring any costs; (c) were
23 unwilling to use a case or free bumper for your
iPhone 4; and (d) completed certain troubleshooting
24 steps or are unable to complete the troubleshooting
steps because you no longer own your iPhone 4.

25 Since July 2010, Apple has offered a free bumper
26 to iPhone 4 owners who have experienced antenna
or reception issues. Class Members can continue to
27 request a free bumper as described at
<http://support.apple.com/kb/HT4389>.

HOW DO YOU GET A PAYMENT?

A detailed notice and claim form package contains
everything you need. Just call 1-888-____ or go to
www.____.com to get one.

IMPORTANT DEADLINES

To claim a cash payment, you must submit the
claim form on or before [date]. **If you do not
claim a cash payment within this time period,
you will lose your right to obtain this benefit.**

WHAT ARE YOUR OPTIONS?

If you don't want to make a claim and you don't
want to be legally bound by the settlement, you
must postmark your request to exclude yourself by
[date], or you won't be able to sue, or continue to
sue, Apple about the claims in this case. If you
exclude yourself, you will not be eligible to receive
a payment from this settlement.

If you stay in the Class, you may object to the
settlement. Objections must be received by [date].
The detailed notice describes how to exclude
yourself or object. The Court will hold a hearing in
this case (*In re Apple iPhone 4 Products Liability
Litigation, Case No. 5:10-md-02188-RMW*) on
[date] at 9:00 a.m. to consider whether to approve
(1) the settlement and (2) attorneys' fees and
expenses of up to \$5.9 million and stipends to
Plaintiffs of up to \$500 each. You may appear at
the hearing, but you don't have to. If you want to
be represented by your own lawyer, you may hire
one at your own expense. To obtain a full notice
and claim form, go to www.____.com or call
toll free 1-888-____. For more details, go to
www.____.com or write to [Class Counsel].

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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE DIVISION

IN RE APPLE iPhone 4 PRODUCTS
LIABILITY LITIGATION

Case No. 5:10-md-02188-RMW

EXHIBIT C
CLAIM FORM

1

2 **Apple iPhone 4 Settlement Instructions and Claim Form**

3 **INSTRUCTIONS**

4 **READ THESE INSTRUCTIONS CAREFULLY. IF YOU FAIL TO FOLLOW THESE**
5 **INSTRUCTIONS, YOU MAY LOSE CERTAIN BENEFITS TO WHICH YOU MIGHT**
6 **OTHERWISE BE ENTITLED.**

7 The settlement will provide a \$15 cash payment if you are a United States resident who is or was
8 the original owner of an iPhone 4 and you experienced antenna or reception issues, meet the
9 eligibility requirements, and fill out and submit a valid claim form (below).

10 **You are limited to one cash payment.**

11 Do not use this Claim Form to request a bumper for your iPhone 4. Go to
12 <http://support.apple.com/kb/HT4389> for instructions on how to request a bumper.

13 Unless you request exclusion from the class as explained in the Class Notice, you will be bound
14 by the Settlement Agreement and Release and the Final Judgment even if you do not return the
15 Claim Form.

16 To make a claim, complete this Claim Form in compliance with the instructions below. You may
17 (a) mail the original of the signed Claim Form to [Claims Administrator], or (b) scan the signed
18 Claim Form and upload it to [Claims Administrator website] or e-mail it to [Claims
19 Administrator.]. If you have any questions while completing the Claim Form, please go to
20 www._____.com. Please keep copies for your records.

21 **You must fill out and submit a completed Claim Form postmarked or electronically**
22 **submitted on or before [date], 2012. If you fail to submit your claim form by the deadline,**
23 **your claim will be rejected, and you will be deemed to have waived all rights to receive a**
24 **payment under this settlement.**

25 **Remember: To be valid, your Claim Form must be completely**
26 **and accurately filled out and must include all requested**
27 **information. If your Claim Form is incomplete, untimely, or**
28 **contains false information, it may be rejected by the Claims**
 Administrator.

CLAIM FORM
(Please Print or Type)

A. REQUIRED INFORMATION FOR ALL CLAIMANTS

You must complete every part of this Section A (except that providing your e-mail address is optional). The information you provide will be treated as confidential. Any compensation that Apple provides in response to your claim will be issued to the name and street address you provide. Please print clearly in blue or black ink.

Name (Full name
required):

(First) _____ (Last) _____

Address: _____

City: _____

State: _____

Zip Code: _____

E-mail (optional): _____

► iPhone 4 Serial Number:

(To determine the serial number on your iPhone 4, go to “About” in your Settings menu. If you no longer own your iPhone 4, you can verify ownership by going to [hyperlink].)

**B. DECLARATION UNDER PENALTY OF PERJURY FOR
CLAIMANTS WHO CURRENTLY OWN THEIR IPHONE 4**

☐ I (a) experienced antenna or reception issues with my iPhone 4; (b) completed the troubleshooting steps on <http://www.apple.com/support/iphone/assistant/calls/>; (c) could not have returned my iPhone 4 without incurring any costs; and (d) was unwilling to use a case or free bumper for my iPhone 4.

**C. DECLARATION UNDER PENALTY OF PERJURY FOR
CLAIMANTS WHO NO LONGER OWN THEIR IPHONE 4**

☐ I (a) experienced antenna or reception issues with my iPhone 4; (b) could not have returned my iPhone 4 without incurring any costs; (c) was unwilling to use a case or free bumper for my iPhone 4; and (d) am unable to complete the troubleshooting steps on <http://www.apple.com/support/iphone/assistant/calls/> because I no longer own my iPhone 4.

I state under penalty of perjury that the information above is true and correct to the best of my knowledge and belief.

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SIGNED

DATED

REMINDER

If you don't return your claim form postmarked or electronically submitted on or before [date], your claim for payment will be rejected.

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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE DIVISION

IN RE APPLE iPhone 4 PRODUCTS
LIABILITY LITIGATION

Case No. 5:10-md-02188-RMW

EXHIBIT D
[PROPOSED] ORDER GRANTING CONDITIONAL CERTIFICATION
OF A SETTLEMENT CLASS, APPROVAL OF FORMS AND METHODS
OF NOTICE, AND PRELIMINARY APPROVAL OF
SETTLEMENT AGREEMENT AND RELEASE

1 WHEREAS, this Court has reviewed the Settlement Agreement and Release
2 (“Agreement”) entered into by and among defendant Apple Inc. (“Apple”), plaintiffs
3 Stacey Milrot, Christopher DeRose, Steve Tietze, Jeffrey Rodgers, Hung Michael
4 Nguyen, Anthony Cologna, Joy Bearden, David Popik, Charles Fasano, Greg Aguilera II,
5 Thomas Gionis, Christopher Bensberg, David Purdue, Michael James Goodglick, Karen
6 Young, Joshua Gilson, Brandon Ellison Reininger, Trevor Antunez, Jessica Lares,
7 Jaywill Sands, Bryan Colver, Jaclyn Badolato, Nicole Stankovitz, Vinny Curbelo, Kevin
8 McCaffrey, James Blackwell, and Jethro Magat, as individuals and as “Class
9 Representatives” (collectively the “Parties” in the above-referenced “Action”), together
10 with all exhibits thereto, the record in this case, and the arguments of counsel;

11 WHEREAS, this Court preliminarily finds, for the purposes of settlement only,
12 that the class alleged in the Action meets all the prerequisites of Federal Rules of Civil
13 Procedure Rule 23 for class certification, including numerosity, commonality, typicality,
14 ascertainability, predominance of common issues, superiority, and that the Class
15 Representatives and Class Counsel are adequate representatives of the Settlement Class;

16 IT IS HEREBY ORDERED AS FOLLOWS:

17 1. All terms and definitions used herein have the same meanings as set forth in
18 the Agreement.

19 2. The proposed settlement set forth in the Agreement is hereby preliminarily
20 approved as being fair, reasonable, and adequate such that notice thereof should be given
21 to members of the Settlement Class (as defined in the following paragraph).

22 3. The Action is provisionally certified as a class action, for the purposes of
23 settlement only, pursuant to Rule 23(b)(3), which class is defined as follows:

24 All United States residents who are or were the original owners
25 of an iPhone 4. The Settlement Class excludes Apple; any
26 entity in which Apple has a controlling interest; Apple’s
directors, officers, and employees; and Apple’s legal
representatives, successors, and assigns.

27 4. Class Counsel and the Class Representatives are hereby found to be and are
28 therefore appointed as adequate representatives of the Settlement Class: Ira P. Rothken

1 of the Rothken Law Firm, 3 Hamilton Landing, Ste 280, Novato, CA 94949, (415) 924-
2 4250; Stuart A. Davidson and Mark Dearman of Robbins Geller Rudman & Dowd LLP,
3 120 East Palmetto Park Rd., Suite 500, Boca Raton, FL 33432, (561) 750-3000; Jennifer
4 Sarnelli of Gardy & Notis LLP, 560 Sylvan Avenue, Englewood Cliffs, NJ 07632, (201)
5 567-7377; and Behram V. Parekh of Kirtland & Packard LLP, 2361 Rosecrans Avenue,
6 Fourth Floor, El Segundo, CA 90245, (310) 536-1000 are hereby appointed as Class
7 Counsel. Stacey Milrot, Christopher DeRose, Steve Tietze, Jeffrey Rodgers, Hung
8 Michael Nguyen, Anthony Cologna, Joy Bearden, David Popik, Charles Fasano, Greg
9 Aguilera II, Thomas Gionis, Christopher Bensberg, David Purdue, Michael James
10 Goodglick, Karen Young, Joshua Gilson, Brandon Ellison Reininger, Trevor Antunez,
11 Jessica Lares, Jaywill Sands, Bryan Colver, Jaclyn Badolato, Nicole Stankovitz, Vinny
12 Curbelo, Kevin McCaffrey, James Blackwell, and Jethro Magat are hereby appointed as
13 Class Representatives.

14 5. Certification of the Settlement Class shall be solely for settlement purposes
15 and without prejudice to the Parties in the event that the Agreement is not finally
16 approved by this Court or otherwise does not take effect. Certification of the Settlement
17 Class shall be vacated and shall have no effect in the event that the Agreement is not
18 finally approved by this Court or otherwise does not take effect.

19 6. The Notice of Pendency and Proposed Settlement of Class Action (“Class
20 Notice”); the Summary Notice of Settlement (“Summary Notice”); and the Claim Form,
21 Instructions, and Release (“Claim Form”); which are attached to the Agreement as
22 Exhibits A-C, respectively, are hereby approved as to form.

23 7. A copy of the Class Notice, together with the Claim Form, shall be posted
24 and available for download on a settlement website, www._____.com (the
25 “Settlement Website”) and shall be mailed at no charge to Settlement Class Members
26 who call a toll-free number to be established at Apple’s expense (“Toll-Free Number”).
27 This information shall remain available on the Internet until the last day of the Claims
28 Period.

1 8. Apple shall send via email an electronic copy of the Summary Notice to each
2 Settlement Class Member for whom Apple has an email address in its warranty
3 registration database. Email notice shall be complete at least 75 days prior to the Final
4 Hearing date.

5 9. A copy of the Summary Notice shall be published by Apple once in *USA*
6 *Today*, a newspaper of national circulation, and once on a different date in *Macworld*.
7 The notice shall not be less than 1/4 of a page in size. The Summary Notice shall include
8 the address of the Settlement Website and the Toll-Free Number. Summary Notice shall
9 be published at least 75 days prior to the Final Hearing date.

10 10. The Court finds that the forms of notice to the Settlement Class regarding
11 the pendency of the Action and of this settlement and Class Counsel's fee and expense
12 application and application for a stipend set forth above, and the methods of
13 dissemination to members of the Settlement Class in accordance with the terms of this
14 Order, constitute the best notice practicable under the circumstances and constitute valid,
15 due, and sufficient notice to all members of the Settlement Class, complying fully with
16 the requirements of Rule 23(c)(2)(B) and the United States Constitution.

17 11. Any member of the Settlement Class who does not, in connection with the
18 settlement notices, file a valid and timely request for exclusion will be bound by the Final
19 Judgment dismissing the Action on the merits and with prejudice.

20 12. A hearing (the "Final Hearing") shall be held by the Court on _____,
21 2012, at _____, to consider and determine whether the requirements for certification of
22 the Settlement Class have been met and whether the proposed settlement of the Action on
23 the terms set forth in the Agreement should be approved as fair, reasonable, adequate,
24 and in the best interests of the Settlement Class Members; whether Class Counsel's fee
25 and expense application and application for a stipend, included as part of the settlement,
26 should be approved; and whether the Final Judgment approving the settlement and
27 dismissing the Action on the merits and with prejudice against the Class Representatives
28 and all Settlement Class Members should be entered.

1 13. The Final Hearing may, from time to time and without further notice to the
2 Settlement Class (except those who have filed timely and valid objections and requested
3 to speak at the fairness hearing), be continued or adjourned by Order of the Court.

4 14. Any Settlement Class Member who seeks to be excluded from the
5 Settlement Class must send a request by first class mail, postmarked on or before
6 _____, 2012, to _____.

7 15. Objections by any Settlement Class Member to: (A) the certification of the
8 Settlement Class and the proposed settlement contained in the Agreement and described
9 in the Class Notice and Summary Notice; (B) the payment of fees and expenses to Class
10 Counsel or stipends to Class Representatives; and/or (C) entry of the Final Judgment,
11 shall be heard and any papers submitted in support of said objections shall be considered
12 by the Court at the Final Hearing only if, on or before _____, 2012, such objector
13 files with the Court a notice of his, her, or its objections, submits documentary proof that
14 he, she, or it is a member of the Settlement Class, states the basis for such objections, and
15 serves copies of the foregoing and all other papers in support of such objections on
16 counsel for the Parties identified in the Class Notice. In order to be considered for
17 hearing, all objections must be actually received by the counsel identified in the Class
18 Notice on or before _____, 2012.

19 16. No later than 30 days prior to the Final Hearing, the Parties shall file all
20 papers in support of the application for final approval of the settlement, the application
21 for payment of attorneys' fees and expenses, and/or any papers in response to any valid
22 and timely objections with the Court, and shall serve copies of such papers upon each
23 other and upon any objectors who have complied with the provisions of paragraph 15 of
24 this Order.

25 17. Settlement Class Members who wish to claim a cash payment must mail
26 their Claim Form and supporting documentation postmarked within 120 days from the
27 Notice Date.

1 18. Counsel for the Parties are hereby authorized to utilize all reasonable
2 procedures in connection with the administration of the settlement which are not
3 materially inconsistent with either this Order or the terms of the Agreement.

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5 Dated: _____, 2012

By: Order of the U.S. District Court
for the Northern District of California

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7 _____
The Honorable Ronald Whyte
DISTRICT JUDGE

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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE DIVISION

IN RE APPLE iPhone 4 PRODUCTS
LIABILITY LITIGATION

Case No. 5:10-md-02188-RMW

EXHIBIT E
**[PROPOSED] FINAL JUDGMENT AND ORDER APPROVING SETTLEMENT
AND DISMISSING CLAIMS OF SETTLEMENT CLASS MEMBERS WITH
PREJUDICE**

1 This matter came on for hearing on _____, 2012 at _____. The Court has
2 considered the Settlement Agreement and Release (“Agreement”), oral and/or written
3 objections and comments received regarding the proposed settlement, the record in the
4 Action and the arguments and authorities of counsel. Good cause appearing,

5 IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

6 1. The Court, for purposes of this Final Judgment and Order Approving
7 Settlement and Dismissing Claims of Settlement Class Members With Prejudice
8 (“Judgment”), adopts the terms and definitions set forth in the Agreement.

9 2. The Court has jurisdiction over the subject matter of the Action, the
10 Named Plaintiffs, the Settlement Class Members, and defendant Apple Inc. (“Apple”).

11 3. The Court finds that the notice to the Settlement Class of the pendency of
12 the Action and of this settlement, as provided by the Agreement and by an Order of this
13 Court, constituted the best notice practicable under the circumstances to all persons and
14 entities within the definition of the Settlement Class, and fully complied with the
15 requirements of Federal Rules of Civil Procedure Rule 23 and due process.

16 4. The Court approves the settlement as set forth in the Agreement and finds
17 that the settlement is in all respects fair, reasonable, adequate and just to the Settlement
18 Class Members.

19 5. Pursuant to Rule 23(c), the Settlement Class as finally certified shall be
20 defined as follows:

21 All United States residents who are or were the original owners
22 of an iPhone 4. The Settlement Class excludes Apple; any
23 entity in which Apple has a controlling interest; Apple’s
directors, officers, and employees; and Apple’s legal
representatives, successors, and assigns.

24 6. Pursuant to the Agreement, Apple shall do the following:

25 a. Settlement Administration
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1 Apple shall, in good faith, administer the process of receiving, handling,
2 processing and paying claims through an Administrator. Class Counsel shall have the
3 right to inquire of Apple's counsel regarding any aspect of implementation of the
4 settlement, including but not limited to the settlement administration process and the
5 treatment of individual Settlement Class Member's claims.

6 b. Payments for Settlement Class Members

7 Apple shall pay \$15 to Settlement Class Members who submit a valid and timely
8 Claim Form. The Administrator shall have the right to reject claims deemed to be
9 fraudulent, insufficient, or incomplete.

10 c. Apple Bumpers

11 Since July 2010, Apple has offered a free Bumper for iPhone 4 owners who have
12 experienced antenna or reception issues. Apple has confirmed in connection with the
13 settlement that it will continue to offer free Apple Bumpers as described at
14 <http://support.apple.com/kb/HT4389> for at least eighteen (18) months after it
15 discontinues the iPhone 4, at no cost to any Class Members.

16 d. Insufficient or Incomplete Claims; Cure Period

17 Settlement Class Members will be notified after receipt of any timely claim if the
18 claim is incomplete, insufficient or if the Settlement Administrator cannot otherwise
19 process the claim, at which time the Settlement Class Member will be provided with a
20 fourteen (14) day opportunity to cure his or her timely claim. The 14-day cure period
21 may extend after the end of the period for submission of Claim Forms so long as the
22 original Claim Form was timely submitted. Settlement Class Members shall have only
23 one opportunity to cure.

24 e. Disputed Claims

25 Class Counsel shall have a reasonable opportunity to inspect the Claim Forms of
26 any rejected claim. Counsel for the Parties will first attempt to resolve through meet and
27 confer any disputes concerning rejected claims informally between themselves. If
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counsel cannot reach an agreement concerning a claim, the claim will be submitted to the Court for determination.

7. The Court adjudges that the payment of attorneys' fees and expenses in the total amount of \$_____ to Class Counsel and the payment of a stipend to plaintiffs Stacey Milrot, Christopher DeRose, Steve Tietze, Jeffrey Rodgers, Hung Michael Nguyen, Anthony Cologna, Joy Bearden, David Popik, Charles Fasano, Greg Aguilera II, Thomas Gionis, Christopher Bensberg, David Purdue, Michael James Goodglick, Karen Young, Joshua Gilson, Brandon Ellison Reininger, Trevor Antunez, Jessica Lares, Jaywill Sands, Bryan Colver, Jaclyn Badolato, Nicole Stankovitz, Vinny Curbelo, Kevin McCaffrey, James Blackwell, and Jethro Magat ("Named Plaintiffs") in the amount of \$___ each are fair, reasonable and adequate, and that said attorneys' fees and expenses shall be paid to Class Counsel and said stipend shall be paid to Named Plaintiffs pursuant to the terms of the Agreement.

8. As of the Effective Date, the Named Plaintiffs and all Settlement Class Members shall be forever barred from bringing or prosecuting, in any capacity, any action or proceeding that involves or asserts any of the Released Claims against any Released Person and shall conclusively be deemed to have released and forever discharged the Released Persons from all Released Claims.

9. The Named Plaintiffs and all Settlement Class Members shall, as of the Effective Date, conclusively be deemed to have acknowledged that the Released Claims may include claims, rights, demands, causes of action, liabilities, or suits that are not known or suspected to exist as of the Effective Date. The Named Plaintiffs and all Settlement Class Members nonetheless release all such Released Claims against the Released Persons. Further, as of the Effective Date, the Named Plaintiffs and all Settlement Class Members shall be deemed to have waived any and all protections, rights and benefits of California Civil Code section 1542 and any comparable statutory or common law provision of any other jurisdiction.

1 10. The benefits and payments described in Paragraphs 6 and 7 are the only
2 consideration, fees, and expenses Apple or the Released Persons shall be obligated to
3 give to the Named Plaintiffs, Settlement Class Members, and Class Counsel in
4 connection with the Agreement and the payment of attorneys' fees and expenses.

5 11. The Action and all claims asserted in the Action are settled and dismissed
6 on the merits and with prejudice as to the Named Plaintiffs and all Settlement Class
7 Members. Notwithstanding the foregoing, this Judgment does not dismiss any claims
8 that have been or may be asserted in the future by any persons or entities who have
9 validly and timely requested exclusion from the Settlement Class as provided for in
10 section IV.F. of the Agreement. A list of persons and entities who validly and timely
11 requested exclusion is on file with this Court. Notwithstanding the dismissal of the
12 Action, Apple shall not claim and may not be awarded any costs, attorneys' fees, or
13 expenses.

14 12. The Settlement Class Members are permanently barred and enjoined from
15 initiating, asserting and/or prosecuting any Released Claims against any Releasing
16 Parties.

17 13. Without affecting the finality of this Judgment in any way, the Court
18 reserves exclusive and continuing jurisdiction over the Action, the Named Plaintiffs, the
19 Settlement Class Members, and Apple for the purposes of supervising the
20 implementation, enforcement, construction, and interpretation of the Agreement, the
21 Court's Order dated _____, 2012, and this Judgment.

22 14. The Agreement and this Judgment are not admissions of liability or fault
23 by Apple or the Released Persons, or a finding of the validity of any claims in the Action
24 or of any wrongdoing or violation of law by Apple or the Released Persons. The
25 Agreement and settlement are not a concession by the Parties and to the extent permitted
26 by law, neither this Judgment, nor any of its terms or provisions, nor any of the
27 negotiations or proceedings connected with it, shall be offered as evidence or received in
28 evidence in any pending or future civil, criminal, or administrative action or proceeding

1 to establish any liability of, or admission by Apple, the Released Persons, or any of them.
2 Notwithstanding the foregoing, nothing in this Final Judgment shall be interpreted to
3 prohibit the use of this Judgment in a proceeding to consummate or enforce the
4 Agreement or Judgment, or to defend against the assertion of Released Claims in any
5 other proceeding, or as otherwise required by law.

6 All other relief not expressly granted to the Settlement Class Members is denied.

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8 Dated: _____, 2012

By: Order of the United States
District Court for the Northern District
of California

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11 _____
The Honorable Ronald Whyte
DISTRICT JUDGE
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